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OCT 27 2006

Div. of Oil, Gas & Mining

Form MR-REV-att (DOGM - Revise/Amend Change Form)
(Revised September 14, 2005)

Application for Mineral Mine Plan Revision or Amendment

Operator: <u>Sunroc Corporation</u>			
Mine Name: <u>Chicken Creek (East)</u>		File Number: M/ <u>023</u> / <u>016</u>	
Provide a detailed listing of all changes to the mining and reclamation plan that will be required as a result of this change. Individually list all maps and drawings that are to be added, replaced, or removed from the plan. Include changes of the table of contents, section of the plan, pages, or other information as needed to specifically locate, identify and revise or amend the existing Mining and Reclamation Plan. Include page, section and drawing numbers as part of the description.			
DETAILED SCHEDULE OF CHANGES TO THE MINING AND RECLAMATION PLAN			
			DESCRIPTION OF MAP, TEXT, OR MATERIALS TO BE CHANGED
<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Reclamation Map 11-EE Date 9-4-06
<input type="checkbox"/> ADD	<input checked="" type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Disturbed Area Map 111-AE Date 9-4-06
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Proposed Disturbed Map 111-BE Date 9-4-06
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	Yearly Progression Map 111-CE Date 9-4-06
<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	5.82 acres To bond calculation
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	
<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	
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<input type="checkbox"/> ADD	<input type="checkbox"/> REPLACE	<input type="checkbox"/> REMOVE	

APPROVED

APR 17 2007

DIV. OIL GAS & MINING

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments and obligations, herein.

Tony Christofferson
Print Name

Tony L. Christofferson / Property / Environ. Mgr.
Sign Name, Position

9-5-06
Date

Return to:

State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Phone: (801) 538-5291 Fax: (801) 359-3940

O:\FORMS\MR-REV-att.doc

FOR DOGM USE ONLY:

File #: M/ /

Approved: _____

Bond Adjustment: from (\$)

to \$ _____



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Addendum #2 to Reclamation Contract

November 29, 2006

Sunroc Corporation, Levan Chicken Creek Mine, M/023/016

Kay Christofferson, Executive Vice President
Sunroc Corporation
525 West Arrowhead Trail
Spanish Fork, Utah 84639

Due to a recent permit amendment submittal, the reclamation surety amount has increased by \$43,000.00.

This letter serves as an acknowledgment and approval of the following revisions to the Reclamation Contract:

- **SURETY AMOUNT: US \$269,100.00. Two hundred sixty nine thousand one hundred dollars increased through Travelers Casualty and Surety Company of America rider, attached to and form part of bond number 103937974;**

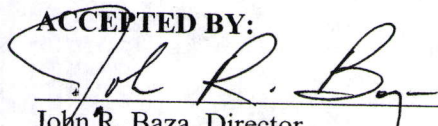
Nothing herein contained shall vary, alter, or extend any other provision or condition of the Reclamation Contract.

To the extent any conflict exists between this letter addendum and the Reclamation Contract, these terms shall control.

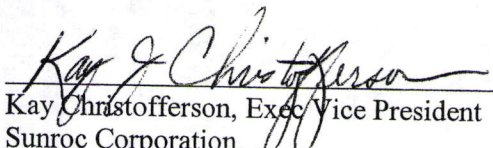
Please acknowledge with your signature, make a copy for your records, and return this letter with original signatures to the Division.

The below signed, acknowledge and accept these revisions and incorporate them into the March 1, 2006 Reclamation Contract.

ACCEPTED BY:


John R. Baza, Director
Division of Oil, Gas and Mining

4/13/07
Date


Kay Christofferson, Exec Vice President
Sunroc Corporation

☒ **APPROVED**

10 April 07
Date

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APR 11 2007

DIV. OF OIL, GAS & MINING



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Addendum #1 to Reclamation Contract

May 3, 2006

Sunroc Corporation, Levan Chicken Creek Mine, M/023/016

Kay Christofferson, Executive Vice President
Sunroc Corporation
525 West Arrowhead Trail
Spanish Fork, Utah 84639

Due to a recent change in company organization, H.E. Davis Construction Inc. has incurred a name change to Sunroc Corporation. This business entity is registered with the Utah Department of Commerce and is in good standing. The Division has received a corporate surety rider identifying this change. As a result of this company name change, a review of the information contained in the reclamation contract has required the updates as outlined in the bullets below.

This letter serves as an acknowledgment and approval of the following revisions to the Reclamation Contract:

- **COMPANY NAME:** Sunroc Corporation;
- **OPERATORS OFFICERS and PRINCIPALS:** Rhys Weaver, President; Kay Christofferson, Exec Vice President; David Cook, Secretary; Don McGee, Treasurer; Russell Leslie, Vice President; Wilford Clyde, Director; A Ray Gammell, Director;
- **REGISTERED AGENT:** Rhys Weaver, 180 North 300 East, St. George, Utah 84770;
- **DISTURBED ACREAGE:** As identified in the Notice of Intention, Mining and Reclamation Plan (as amended);
- **LEGAL DESCRIPTION:** As identified in the Notice of Intention, Mining and Reclamation Plan (as amended);
- **MAP:** As identified in the Notice of Intention, Mining and Reclamation Plan (as amended)

Nothing herein contained shall vary, alter, or extend any other provision or condition of the Reclamation Contract.

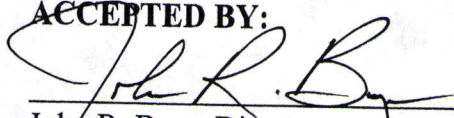
To the extent any conflict exists between this letter addendum and the Reclamation Contract, these terms shall control.

Please acknowledge with your signature, make a copy for your records, and return this letter with original signatures to the Division.

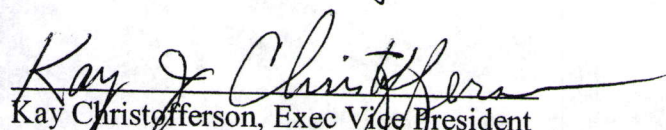
☒ **APPROVED**

The below signed, acknowledge and accept these revisions and incorporate them into the March 1, 2006 Reclamation Contract.

ACCEPTED BY:


John R. Baza, Director
Division of Oil, Gas and Mining

5/8/06
Date


Kay Christofferson, Exec Vice President
Sunroc Corporation

30 May 06
Date

☒ APPROVED

File Number _____

Effective Date _____

Other Agency File Number _____

**STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING**

1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

FEB 03 2006

DIV OF OIL GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/023/016
(Mineral Mined) Gypsum

"MINE LOCATION":
(Name of Mine) Levan Chicken Creek Mine
(Description) located 1/2 mile west of Levan in Juab Cnty.
One-tenth of a mile up Chicken Creek

"DISTURBED AREA":
(Disturbed Acres) 30.5 Acres Current Disturbance
(Legal Description) (Refer to Attachment A)

"OPERATOR":
(Company or Name) H.E. Davis Construction, Inc.
(Address) 525 West Arrowhead Trail
Spanish Fork, Utah 84639

(Phone) (801) 798 - 7355
(Tax ID or Social Security #) 68-0491162

Operator Signature: _____

Kay J. Christensen

☒ **APPROVED**

"OPERATOR'S REGISTERED AGENT":

(Name)

David O. Cook

(Address)

252 West Center Street

Orem, Utah 84058

(Phone)

801-802-6912

"OPERATOR'S OFFICER(S)" & TITLE:

Kay Christofferson, President; David O Cook,
Secretary; Earl Davis, Vice-President

SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Traveler's Casualty & Surety Company of
America, bond number

"SURETY AMOUNT":

(Escalated Dollars)

\$226,100.00

"ESCALATION YEAR":

2007

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between HE Davis Construction, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/023/016 which has been received by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

Operator Signature: Kay Christofferson

☒ APPROVED

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention received by the Division on August 24, 2000. The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.

7. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.
8. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
9. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
10. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
11. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
13. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
14. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
15. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

☒ APPROVED

OPERATOR:

H.E. Davis Construction, Inc.
Operator Name

By Kay J Christofferson
Authorized Officer (Typed or Printed)

President
Authorized Officer - Position

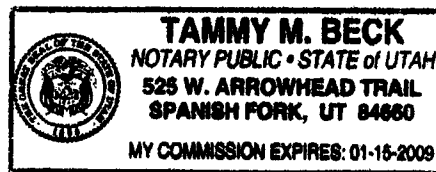
Kay J Christofferson 1 Feb 06
Officer's Signature Date

STATE OF Utah)
COUNTY OF Utah) ss:

H.E. Davis Construction, Inc.
On the 1st day of February, 20 06, Kay J. Christofferson
President personally appeared before me, who being by me duly sworn did say that he/she is the
President of _____ and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and
said President duly acknowledged to me that said company
executed the same.

Tammy M. Beck
Notary Public
Residing at Spanish Fork, Utah

01-15-2009
My Commission Expires:



☒ APPROVED

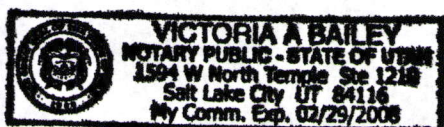
DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

Date 3/1/2006

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 1st day of March, 2006, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2008
My Commission Expires:

HE Davis Construction, Inc.
Operator

HE Davis Levan Steele Mine
Mine Name

M/023/016
Utah
Permit Number

Juab County,

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 30.5 acres under the approved / accepted permit and surety, as reflected on the attached map labeled Disturbed Area Map of the Levan Chicken Creek (West Mine) M/023/016 and dated October 4, 2005 :

Portions of:

N1/2 NW1/4 of Section 4 and W1/2 of Section 33, Township 14 South, Range 1 East, SLBM

Operator Signature: Kay & Christopher



GENERAL PURPOSE BOND RIDER

To be attached to and form a part of Bond Number _____ issued by Travelers Casualty and Surety Company of America, as Surety, on behalf of Sunroc Corporation, as Principal, in favor of State of Utah, Natural Resources Department, as Obligee, dated December 18, 2002.

This is a Reclamation bond.

IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE above mentioned bond is amended to reflect (1) "Replacement language to Attachment B, Surety Bond, Form MR-6, second paragraph, including the underlined verbiage in the third paragraph shall be replaced with: The mining and reclamation plan disturbed is identified in Notice of Intention mining and reclamation plan as amended, subject to the terms and conditions of the reclamation contract." (2) Remove the language from the Dual Obligee Rider stating: "Disturbed Area Map of the Levan Chicken Creek (West Mine) M/023/016".

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

Signed, sealed and dated: **this 30th day of November, 2006**

Sunroc Corporation

By: 

Earl M. Davis, Vice President
Principal

Travelers Casualty and Surety Company of America

By: 

W. Douglas Snow
Attorney-in-Fact

☒ **APPROVED**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of November, 2006.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Travelers

License No. _____

RIDER

To be attached to and form part of Bond No. .

Issued on behalf of Sunroc Corporation as Principal, and in favor of State of Utah Department of Natural Resources and USDA Forest Service-Manti LaSal National Forest as Obligee.

It is agreed that:

☐ 1. The Surety hereby gives its consent to change the Name:

from:

to:

☐ 2. The Surety hereby gives its consent to change the Address

from:

to:

☒ 3. The Surety hereby gives its consent to amount
change the _____

from: **\$226,100.00, increasing amount by \$43,000.00**

to: **\$269,100.00**

4. This rider shall become effective as of September 6, 2006 :

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated November 3, 2006.

**Travelers Casualty & Surety Company of
America**

By: _____

W. Douglas Snow

Attorney-in-Fact

or **Sunroc Corporation**

Principal

Accepted:

Obligee

By: _____

By: _____

Earl M. Davis, Vice President



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216327

Certificate No. _____

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

W. Douglas Snow, and D. Cory Payne

of the City of Murray, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 11th day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.




Marie C. Tetreault
Marie C. Tetreault, Notary Public

}

}

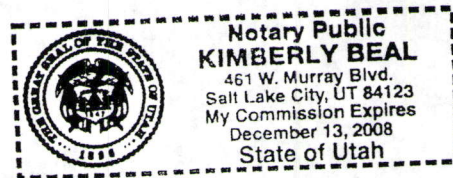
and obligation.



302 West 5400 South, Suite 101
Murray, Utah 84107

Kimberly Beal
Notary Public

12-13-08



DUAL OBLIGEE RIDER

To be attached to and form a part of Performance Bond
No.

103937974

executed concurrently with this rider, it is agreed that:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety, and

H.E. Davis Construction, Inc.

, Principal,

for valuable consideration, hereby agree that the Performance Bond executed in favor of

State of Utah, Division of Oil, Gas and Mining (Division)

, Obligee,

in connection with a contract for: RECLAMATION

"Disturbed Area Map of the Levan Chicken Creek (West Mine) M/023/016"

which bond and contract are made a part of hereof by reference, shall now include as an additional Obligee:

USDA Forest Service-Manti LaSal National Forest

in its capacity as Dual Obligee for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

WITNESS the following signatures and seals this 7th day of April, 2006.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: D. Cory Payne

D. Cory Payne

Attorney-in-Fact

H.E. Davis Construction, Inc.

(Principal)

Attest:

Sammy M. Beck

By: Kay G. Christofferson

Utah State Division of Oil, Gas & Mining

(Obligee)

Attest:

[Signature]

By: John R. Bay

USDA Forest Service-Manti LaSal National Forest

(Dual Obligee)

Attest:

By:

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **W. Douglas Snow, D. Cory Payne, of Murray, Utah,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



License No. _____

RIDER

To be attached to and form part of Bond No. 103937974.

Issued on behalf of H.E. Davis Construction, Inc. as Principal, and in favor of State of Utah Department of Natural Resources and USDA Forest Service-Manti LaSal National Forest as Obligee.

It is agreed that:

☒ 1. The Surety hereby gives its consent to change the Name:

from: **H.E. Davis Construction, Inc.**
to: **Sunroc Corporation**

☐ 2. The Surety hereby gives its consent to change the Address

from:
to:

☐ 3. The Surety hereby gives its consent to change the _____

from:
to:

4. This rider shall become effective as of January 1, 2006:

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated April 7, 2006.

**Travelers Casualty & Surety Company Of
America**

By: _____

D. Cory Payne
Attorney-in-Fact

Accepted: _____

Obligee

By: _____

or

Sunroc Corporation

Principal

By: _____

Earl M. Davis, Vice Principal

TRAVELERS JALTY AND SURETY COMPANY OF AMER.
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

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ATTACHMENT B

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number _____
Permit Number M/023/016
Mine Name HE DAVIS LEVAN STEEL MINE
Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED

JAN 21 2003

DIV. OF OIL, GAS & MINING

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned H.E. DAVIS CONSTRUCTION, INC. as Principal, and TRAVELERS CASUALTY & SURETY CO. OF AMERICA as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the STATE OF UTAH DIVISION OF OIL, GAS, AND MINING, in the penal sum of TWO HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED dollars (\$ 226,100.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the _____ day of _____, 20____, that 42.85 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

H. E. DAVIS CONSTRUCTION, INC.
Principal (Permittee)

KAY J. CHRISTOFFERSON
By (Name typed):

PRESIDENT
Title

Kay J. Christofferson
Signature

Surety Company
TRAVELERS CASUALTY & SURETY
COMPANY OF AMERICA
Surety Company Name

W. DOUGLAS SNOW
Surety Company Officer

ATTORNEY-IN-FACT
Title/Position

W. Douglas Snow
Signature

21 Jan 03
Date

302 WEST 5400 SOUTH, SUITE 101
Street Address

MURRAY, UTAH 84107
City, State, Zip

(801) 685-2779
Phone Number

Date

AFFIDAVIT OF QUALIFICATION

On the 18TH day of DECEMBER, 20 02, personally appeared before me _____
W. DOUGLAS SNOW who being by me duly sworn did say that he/she, the said _____
W. DOUGLAS SNOW is the ATTORNEY-IN-FACT of TRAVELERS CASUALTY & SURETY
COMPANY OF AMERICA and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said W. DOUGLAS SNOW
_____ duly acknowledged to me that said company executed the same, and that he/she is duly
authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the
same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon
bonds, undertaking and obligations.

Signed: _____
Surety Officer

Title: ATTORNEY-IN-FACT

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

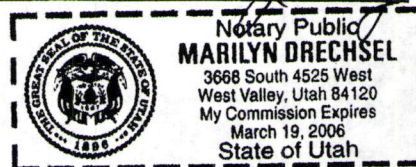
Subscribed and sworn to before me this 18TH day of DECEMBER, 20 02.

Notary Public

Residing at: West Valley City

My Commission Expires:

MARCH 19, 20 06




Page 3
MR-6 Joint Agency Surety Bond
Attachment B
(revised May 9, 2005)

Bond Number _____
Permit Number _____
Mine Name _____
Other Agency File Number _____

SO AGREED this 1st day of March, 20 06.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

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RECLAMATION SURETY ESTIMATE

Geneva Rock Products, Inc.

Levan Gypsum

DOGM file number M/023/016

Prepared by Utah State Division of Oil, Gas & Mining

last revision

07/10/02

filename M023-016.WB2

page "estimate D9"

Juab County

-This estimate uses a D9 size dozer for most earthwork
Note: actual unit costs may vary according to site conditions

last unit cost update

2-Aug-00

-Amount of disturbed area which will receive reclamation treatments =
42.85 acres
-Estimated total disturbed area for this mine =
42.85 acres

Activity	Quantity	Units	\$/unit	\$	Note
Safety gates, signs, etc. (mtls & installation)	2	sum	200	400	(1)
Demolition of buildings & facilities	0	CF	0.24	0	(2)
Debris & equipment removal - trucking	2	trips	50	100	(3)
Debris & equipment removal - dump fees	20	ton	55	1100	(4)
Debris & equipment removal - loading trucks w/FE loader	2	hours	166	332	(5)
Demolition & debris removal - general labor	4	hours	15	60	(6)
Regrading facilities areas (1 ft depth)	5	acre	364	1820	(7)
Regrading waste dump slopes	19,300	CY	0.5	9650	(8)
Ripping waste dump tops	4	acre	271	1084	(9)
Ripping stockpile & compacted areas	5	acre	271	1355	(9)
Ripping pit floors	31.35	acre	271	8496	(9)
Ripping pit access roads	6.38	acre	271	1729	(9)
Creating safety berms or barriers around highwalls	1700	LF	0.16	272	(10)
Ripping access roads - dozer	6.38	acre	271	1729	(9)
Regrading access roads - dozer	6.38	acre	502	3203	(7)
Sidecast mtl replacement on steep roads- trackhoe	10,177	LF	1.09	11093	(11)
Surface drainage restoration or construction	200	LF	0.16	32	(10)
Topsoil replacement - dozer/trackhoe	49,030	CY	0.5	24515	(12)
Topsoil replacement - scraper	0	CY	1.15	0	(13)
Topsoil replacement - truck & FE loader	19,300	CY	2.6	50180	(14)
Mulching (2 ton/acre alfalfa)	0	acre	160	0	(00)
Fertilizing (100 lb/acre diammonium phosphate)	0	acre	90	0	(00)
Composted manure (10 ton/acre)	42.85	acre	300	12855	(00)
Broadcast seeding	5.5	acre	225	1238	(00)
Drill seeding	0	acre	205	0	(00)
Hydroseeding	37.35	acre	800	29880	(00)
General site cleanup & trash removal	42.85	acre	50	2143	(00)
Equipment mobilization	4	equip	1000	4000	(00)
Reclamation Supervision	30	days	386	11580	(15)
10% Contingency		Subtotal		178845	
				17884	
		Subtotal		196729	
Escalate for 5 years at 2.82% per yr				29348	
		Total		226077	
		Rounded surety amount in yr 2007-\$		226100	
Average cost per disturbed acre =		5277			

RECLAMATION SURETY ESTIMATE

Geneva Rock Products, Inc.

Levan Gypsum

DOGM file number M/023/016

Prepared by Utah State Division of Oil, Gas & Mining

last revision

07/10/02

filename M023-016.WB2

page "estimate D9"

Juab County

Note

- (1) DOGM lump sum assumed
- (1) DOGM lump sum assumed
- (2) Means Heavy Construction Cost Data 2000, 02220-100-0100, mix of bldg. types, avg., excluding dump fees
- (3) Means 2000, 02225-730-5100, bldg demo, rubbish handling, \$0.50/CY permile for >8CY truck; assumed 100 miles round trip
- (4) Means 2000, 02225-740-0100, dump charges, typical urban city, tipping fees only, bldg construction mtls
- (5) Rental Rate Blue Book 3Q/00, Cat 988B, 7CY \$85.64hr+\$39.60/hr, & Means 2000, Crew B-10U, loading trucks only\$40.87
- (6) DOGM assumed wage for unskilled general labor
- (7) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 50 ft push, 1 ft depth
- (8) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 100 ft push
- (9) Means 2000 & Blue Book 3Q/00: Cat D9N, U, multi shank rippers, speed 1.0 mph
- (9) Means 2000 & Blue Book 3Q/00: Cat D9N, U, multi shank rippers, speed 1.0 mph
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- (9) Means 2000 & Blue Book 3Q/00: Cat D9N, U, multi shank rippers, speed 1.0 mph
- (10) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 50 ft push, avg vol 0.5CY/LF-berm assumed
- (9) Means 2000 & Blue Book 3Q/00: Cat D9N, U, multi shank rippers, speed 1.0 mph
- (7) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 50 ft push, 1 ft depth
- (11) Contractor's actual costs, 1991 at E/053/012 escalated to 2000-\$, Cat 225 Excavator, 20 ft wide road
- (10) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 50 ft push, avg vol 0.5CY/LF-berm assumed
- (12) Means 2000 & Blue Book 3Q/00: Cat D9N, U, mtl 2550 lb/CY, 100 ft push
- (13) Means 2000 & Blue Book 3Q/00: Cat 627F P-P, mtl 2550 lb/CY, 2,000 ft haul one-way, grade +/- 4%,
- (14) Means 2000 02320-200-2030: earthwork, hauling excavated or borrow material, off highway hauler, 22 CY, 1 mile round trip, no loading included
- (00) DOGM general estimate - mulching
- (00) DOGM general estimate - fertilizing
- (00) DOGM general estimate - manure \$16/ton delivered, \$14 ton/acre spreading
- (00) DOGM general estimate - broadcast seeding
- (00) DOGM general estimate - drill seeding
- (00) DOGM general estimate - hydroseeding
- (00) DOGM general estimate - site cleanup & trash removal
- (00) DOGM general estimate - equipment mobilization
- (15) Means 2000, 01300-700-0180, project manager, minimum \$1,930/wk